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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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09/707,926

11/08/2000

Graham Button

D/A0608

9618

7590

08/16/2005

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EXAMINER

MEINECKE DIAZ, SUSANNA M

ART UNIT

PAPER NUMBER

3623

DATE MAILED: 08/16/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/707,926

Applicant(s)

BUTTON ET AL.

Examiner

Susanna M. Diaz

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 17 February 2005.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 9-16 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 9-16 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date _____
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: _____

DETAILED ACTION

1. In response to Applicant's persuasive arguments presented in the Appeal Brief filed on February 17, 2005, prosecution is being reopened.

Claims 9-16 are pending.

Claim Objections

2. Claim 9 is objected to because of the following informalities:

Claim 9, line 3, insert --of-- after "a second set"

Appropriate correction is required.

Claim Rejections - 35 USC § 103

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

4. Claims 9-16 are rejected under 35 U.S.C. 103(a) as being unpatentable over Sundararajan (U.S. Patent No. 6,487,577)

Sundararajan discloses a method for processing a print job with geographically distributed print shops, comprising:

[Claim 9] coupling a first set of print shops, a second set of print shops, and a central repository via a network; the first set of print shops having one print shop and the second set of print shops having a plurality of print shops (col. 4, lines 1-28 -- The

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NRS serves as a contractor looking to farm out print jobs to subcontractor print shops; therefore, the NRS is representative of a print shop in a first set of print shops. The SC computers represent a plurality of print shops in a second set of print shops);

sending to the central repository a production schedule representative of at least one print shop in the second set of print shops with access controls that allow visibility of its production schedule to include the print shop in the first set of print shops; each production schedule sent by a print shop comprising data allowing a representation of the respective production schedule (col. 4, lines 10-28 -- The NRS serves as a contractor looking to farm out print jobs to subcontractor print shops; therefore, the NRS is representative of a print shop in a first set of print shops. The SC computers represent a plurality of print shops in a second set of print shops. The central repository is maintained by the NRS computer);

retrieving, at the print shop in the first set of print shops from the central repository via the network, the production schedules of print shops in the second set of print shops having access controls that permit visibility of their production schedules to the print shop in the first set of print shops (col. 4, lines 1-28); and

transferring, from the print shop in the first set of print shops to at least one print shop in the second set of print shops via the network, at least part of the print job when spare printing capacity is indicated in at least one retrieved production schedule of the second set of print shops (col. 4, lines 25-28);

wherein the print shop in the first set of print shops and the at least one print shop in the second set of print shops effect the transfer of the at least part of the print

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job independent of any centralized scheduling applications while each print shop may operate a scheduling application of its choosing (col. 4, lines 25-28 -- The NRS computer makes the selection of an SC computer);

[Claim 11] wherein each of the print shops in the second set of print shops sends its respective production schedule to the central repository (col. 4, lines 1-28);

[Claim 12] wherein the network is a computer network (col. 3, lines 1-17).

Regarding claim 1, Sundararajan describes the NRS computer as essentially acting on behalf of a contractor in charge of fulfilling print job requests for their clients (col. 4, lines 1-28). However, it is not clear whether or not the NRS computer is a direct representative of an actual print shop where printing is physically performed. Therefore, Sundararajan does not expressly teach that the NRS computer makes the decision to outsource print jobs when the print shop in the first set of print shops lacks sufficient printing capacity for processing the print job. However, the NRS computer contracts with "sub-contractor (SC) computers." Use of the term subcontractor in relation to the computers publishing available capacity information to the NRS computer implies that the NRS computer is effectively a contractor computer. While there are various types of business arrangements between contractors and subcontractors, Official Notice is taken that it is old and well-known in the art of contracting for a contractor to outsource work to subcontractors when the contractor him/herself requires additional work capacity to meet the contractor's contractual obligations with clients. This practice enables contractors to meet contractual obligations within established time constraints, thereby

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preventing the contractors from having to suffer any penalties associated with failure to meet contractual deadlines. Therefore, since Sundararajan establishes this typical client-contractor-subcontractor relationship as part of the invention, the Examiner submits that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to modify Sundararajan to function in an environment where the disclosed NRS computer directly represents an actual print shop in a first set of print shops where printing is physically performed, wherein the NRS computer makes the decision to outsource print jobs when the print shop in the first set of print shops lacks sufficient printing capacity for processing the print job in order to enable contractors to meet contractual obligations within established time constraints, thereby preventing the contractors from having to suffer any penalties associated with failure to meet contractual deadlines.

Regarding claim 10, Sundararajan's NRS computer stores the production schedule of the second set of print shops in a central repository; however, Sundararajan does not expressly teach that these production schedules are displayed. Official Notice is taken that it is old and well-known in the art of automation to display information to a human user to allow for user interaction with the system. For example, the display of printing schedule information allows a human to interact with the printing network (e.g., to cancel print jobs, etc.). Since Sundararajan's invention is amenable to conforming to client requirements (col. 4, lines 1-5), the Examiner submits that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to adapt Sundararajan to display the production schedules in order to allow a human client to

interact with the printing network (e.g., to cancel print jobs, etc.), thereby facilitating quicker communication of the client's preferences to the NRS computers.

As per claim 13, Sundararajan does not expressly teach that at least some of the production schedules of the print shops in the second set of print shops are created from a digitized photograph of a hard copy rendering of their production schedules; however, Official Notice is taken that it is old and well-known in the art of data sharing to transmit shared data in the form of a digitized photograph. This facilitates submission of information that would be difficult to transcribe from a hard copy format to an electronic format, e.g., if optical character recognition technology is not readily available. Therefore, the Examiner submits that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to adapt Sundararajan's invention such that at least some of the production schedules of the print shops in the second set of print shops are created from a digitized photograph of a hard copy rendering of their production schedules in order to accommodate print shops that maintain their production schedules in a format that is difficult to transcribe from a hard copy format to an electronic format, e.g., if optical character recognition technology is not readily available, thereby rendering Sundararajan's invention useful and marketable among a wider range of customers (i.e., print shops).

As per claim 14, Sundararajan does not expressly teach the step of limiting the production schedules of the print shops in the second set of print shops retrieved by the print shop in the first set of print shops from the central repository as a function of geographical location of the print shop in the first set of print shops and the print shops

in the second set of print shops. However, Official Notice is taken that it is old and well-known in the art of purchasing to take delivery charges into account when selecting a vendor. For example, because one vendor may be located in the same geographical area as a customer and another vendor may be located half-way around the world, the cost of delivery of a purchased item might be greatly impacted by the disparity in delivery charges associated with each vendor. Sundararajan's clients may take price into account when specifying printing-related preferences (col. 4, lines 1-5); therefore, the Examiner submits that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to modify Sundararajan to perform the step of limiting the production schedules of the print shops in the second set of print shops retrieved by the print shop in the first set of print shops from the central repository as a function of geographical location of the print shop in the first set of print shops and the print shops in the second set of print shops in order to reasonably minimize prices associated with delivering print jobs to a client via a print shop in the first set of print shops.

As per claims 15 and 16, Sundararajan discloses the steps of limiting the production schedules of print shops in the second set of print shops retrieved by the print shop in the first set of print shops from the central repository as a function of a user profile in the first set of print shops (col. 4, lines 1-5), wherein the user profile of the print shops in the first set of print shops defines a set of preferred print shops from the second set of print shops (col. 4, lines 1-5). For example, Sundararajan's clients "may choose to submit a job to a different NRS because the different NRS may have advantages in terms of price or a more suitable pool of corresponding SC computers."

The collection of NRS computers forms the first set of print shops. The client's preferences are indicative of a user profile; however, Sundararajan does not expressly disclose that this user profile is "attached to the print shop in the first set of print shops" *per se*. Official Notice is taken that it is old and well-known in the art of customer relations for a service provider to associate a predefined user profile with preferences corresponding to a specific client. This allows a service provider to customize services to the client with minimal correction from the client, thereby improving the overall customer service relationship with that client. Since Sundararajan's invention fosters client-contractor relationships, the Examiner submits that it would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to modify Sundararajan to attached its user profiles to the print shop in the first set of print shops in order to allow the NRS computers to customize services to the clients with minimal correction from these clients, thereby improving the overall customer service relationship with them.

Conclusion

5. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

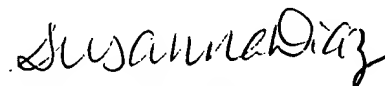
Zingher (U.S. Patent No. 5,813,348) -- Discloses a print job allocation system in which selections may be made from among various printing plants and the customer is given the chance to override selections made by the automated print job processor.

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6. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Susanna M. Diaz whose telephone number is (571) 272-6733. The examiner can normally be reached on Monday-Friday, 10 am - 6 pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Tariq Hafiz can be reached on (571) 272-6729. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).



Susanna M. Diaz
Primary Examiner
Art Unit 3623

August 8, 2005